STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

YAKIMA COUNTY LAW ENFORCEMENT OFFICERS' GUILD,	)	CASE 13732-U-98-3361
	)	DECISION 6594-C - PECB
Complainant,	)	
	)	CASE 13861-U-98-3398
vs.	)	DECISION 6595-C - PECB
	)	
YAKIMA COUNTY,	)	
	)	
Respondent.	)	DECISION OF COMMISSION
	)	

Talbot, Simpson, Gibson & Davis, by Blaine G. Gibson, Attorney at Law, appeared for the complainant.

Menke, Jackson, Beyer & Elofson, by Anthony F. Menke, Attorney at Law, appeared for the respondent.

This case comes before the Commission on appeals filed by both parties, seeking to modify the Findings of Fact, Conclusions of Law and Order issued by Examiner Vincent M. Helm.[1] We affirm the Examiner's result, but modify the reasoning for that result.

BACKGROUND

Commissioned law enforcement officers of Yakima County (employer) are represented by the Yakima County Law Enforcement Officers' Guild (union). The collective bargaining agreement between the parties in effect from January 1, 1996 through December 31, 1998, contained the following management rights provision:

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[1] Yakima County, Decision 6594-B (PECB, 1999).

ARTICLE 4-MANAGEMENT RIGHTS

4.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement or by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs of the Employer concerning such prerogative includes, but is not limited to, the following matters:

A. **The right to establish lawful work rules and procedures.**

B. **The right to schedule work** and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.

C. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of the Yakima County Civil Service Commission.

D. **The right** to determine the size and composition of the work force and **to assign employees to work locations and shifts.**

During the time-frame relevant to this proceeding, Doug Blair served as sheriff for the employer, and Paul D. Williams served as president of the union.

On February 20, 1998, the union filed a complaint charging unfair labor practices with the Commission, alleging that the employer refused to bargain in violation of RCW 41.56.140(4). Specifically, the union alleged that: Sheriff Blair issued a manual on August 1, 1996, not changing prior policies in any significant manner; Blair announced on October 10, 1997, a change in the length of time for "special assignment", including a change of detective assignments from "three years" to a period of "four to five years"; special assignment positions are important to patrol deputies because of different working conditions, benefits, and promotional opportunities; historically, special assignments lasted three years, and the sheriff had required deputies to spend one year as uniformed patrol deputies between such assignments; and Blair announced on October 14, 1997, he was changing the length of assignment for detectives and for DARE and narcotics officers. The union also alleged a refusal to provide requested information: On October 27, 1997, Wilson asked Blair for copies of documents in relation to the reassignment of Deputy Chuck Wilson to the Chinook Pass deputy position; Wilson made a written request for the documents on November 15, 1997, and another written request on January 14, 1998; and Blair refused to disclose documentation relating to his agreement with Wilson.

Cases were docketed separately. The case involving the refusal-to-supply-information allegations became Case 13732-U-98-3361, and the case concerning unilateral change allegations became Case 13861-U-98-3398. The cases were later consolidated.

Background Relating to Special Assignment Policy

As part of an accreditation process of the Washington Association of Sheriffs and Police Chiefs, the sheriff issued a manual of written policies and procedures in August of 1996. Policy 15 set

forth criteria for assigning deputies to special assignments, and described the job duties. Special assignment positions as outlined in the manual include: Civil deputy, contract deputy, DARE officer, detectives (general duty, sex crimes, and narcotics), off-road vehicle education and enforcement deputy, rangemaster, and search and rescue. The manual does not limit special assignment openings to those positions. It has been the practice to consider Chinook Pass, Naches Pass, and White Pass as "special assignments". Initial assignments were to be for three years, and an additional assignment to a "special assignment" was dependent upon the individual spending a year in a patrol position.

On September 18, 1997, Blair and Williams discussed extension of the duration of some of the special assignments. In a September 22, 1997, memorandum, Williams indicated the union had no objection to increasing detective, DARE, and pass assignments to four to five years.

By a memorandum to all deputies of October 10, 1997, Blair announced the duration of detective assignments would be increased to four to five years, as agreed by Williams. The memorandum also stated:

> When the time is due to expire, and if no other person applies, the person who currently fills that position may continue with the approval of the Sheriff. The assignment will be considered as a new term, and under normal operations would not be rotated until the term was due to expire.

With the memorandum, Blair eliminated the one year limit on extensions. Williams had no prior notice of this change.

On October 14, 1997, Blair issued a memorandum setting timelines to be used as a guide for rotation out of special assignment positions.

On October 27, Blair gave Williams a copy of a memorandum wherein he announced a policy change, eliminating the requirement for one year in patrol between special assignments. He changed the policy manual to indicate that any person interested may apply for a special assignment, regardless of their current assignment, and if there are multiple applicants, preference would be given to those not currently assigned to the special position. The memorandum was issued the following day to take effect immediately. The change was not discussed with Williams on September 18th.

Also on October 27th, Blair advised Williams that Deputy Chuck Wilson had been reappointed in December of 1996 for a full term as Chinook Pass deputy.

By a memorandum of November 3, 1997, Williams advised Blair that the union considered the three October memoranda to be notification of change in working conditions, and it demanded collective bargaining on the changes.

In a memorandum of November 14, 1997, Blair advised Williams that he considered the issues to be management rights under Article 4, A-D of the parties' collective bargaining agreement. Blair stated his unwillingness to bargain over what he saw as a management right.

Blair sent a letter to Williams on December 29, 1997, stating his view that the policy changes he made did not constitute working conditions.

Background Relating to Request for Information

Although Deputy Wilson had been re-appointed as Chinook Pass deputy in 1996, the union was not advised of a deviation from policy with respect to that assignment until October 27, 1997. The union then requested all documentation concerning that assignment. In a letter to Sheriff Blair dated November 15, 1997, union president Paul D. Williams stated:

> During the labor management meeting on October 27, 1997 the Guild asked for a copy of the re-assignment letter for Chuck Wilson to Chinook Pass and any other documentation that was issued about your agreement with him as to how any [sic] of his years of re-assignment to Chinook Pass were to be counted.
>
> As of today we have still not received these documents and we now renew our request for them.

A letter from Williams to Sheriff Blair on January 14, 1998, included the following:

> [O]n November 15, 1997 we requested documents relating to Chuck Wilson's re-assignment to Chinook Pass and any agreement you had with him about those assignments over the past years. This was a second request for compliance with Article 7.4 A of our contract and we have still received no response. Please supply requested documents.

On February 9, 1998, Blair wrote to Williams and listed the assignments made of Deputy Chuck Wilson to the area of Chinook Pass, from 1992 through 1997. The letter did not include a statement that responded directly to Williams' previous requests for documents, nor did the letter refer to any attachments or

enclosures. Blair gave the letter to his secretary for mailing, but Williams testified he did not see the letter until the hearing in this case.

On May 27, 1999, Examiner Vincent M. Helm issued a decision. The Examiner found changes in special assignment criteria were mandatory subjects of bargaining. The Examiner found that the employer failed to sustain its burden of proof to establish that the union, by its conduct, waived its right to bargain the changes in special assignment policy, with the exception of the change of duration of special assignments from three years to four or five years. The Examiner found that the union waived its right to bargain the changes in special assignment policy so that the employer did not commit an unfair labor practice with respect to the implementation of those changes. Finally, the Examiner found that by its failure to respond in a timely manner to the request for information advanced and repeated by the union, the employer committed an unfair labor practice.

POSITIONS OF THE PARTIES

The Unilateral Changes

The union claims it did not waive its right to bargain changes in the policies and procedures manual, and did not waive its right to bargain mandatory subjects of bargaining. The union argues that it did not agree to abolish the requirement for deputies to spend one year on patrol between special assignments, or agree to change the rule that special assignments be extended on a year-to-year basis if no one else applied for the position when the position expired. The union contends that neither the collective bargaining agreement nor the policies and procedures manual authorize the sheriff to

make unilateral changes in working conditions. The union requests the Commission reverse the Examiner's decision and find that the employer committed an unfair labor practice in the making of unilateral changes to the policies and procedures manual without bargaining. The union urges the Commission to accept the Examiner's conclusions that the union did not waive the right to bargain changes to the policies and procedures manual by conduct.

The employer argues that the contract establishes the right of the employer to unilaterally change policies and procedures without negotiations during the term of the agreement, and that the contract and policies contain specific waiver provisions. The employer argues that both parties have interpreted the contract as including waivers by the union of the right to bargain mandatory subjects of bargaining, particularly since the sheriff made unilateral changes to the policies and procedures manual in August of 1996. The employer asks the Commission to affirm the Examiner's dismissal of the complaint, but, in addition, requests the Commission rule that the changes to the special assignment criteria are not a mandatory subject of bargaining, and that the union waived by conduct changes to the special assignment policy.

The Refusal to Provide Information

The employer disputes the Examiner's finding that it failed to furnish the union relevant data concerning the application of the policy concerning special assignments. It argues that documents under cover of the letter dated February 9, 1998, were responsive to Williams' request of January 14, 1998, and the fact that no further requests were made by the union evidences receipt. The employer argues that Williams was aware of the reappointment of Chuck Wilson to Chinook Pass, and had personal knowledge of the assignment opportunity and of the circumstances relating to the

filling of the assignment. In addition, the employer contends that Findings of Fact omit evidence and overlooks certain facts. The employer requests the Commission reverse the Examiner's finding of an unfair labor practice in Case 13732-U-98-3361.

In response to the employer's appeal, the union claims that all the challenged findings are supported by sufficient evidence, and requests the Commission to affirm the findings and conclusions of the Examiner. The union argues that the employer failed to supply the requested information to the union, and that the employer did not demonstrate the requested information was ever actually delivered to Williams prior to the hearing in the case. The union disputes the employer's contentions concerning the Chinook Pass position, and asserts that the job posting did not give notice of the special arrangement the sheriff made with Wilson, and it argues that Williams did not have any information about the special arrangement the sheriff had made with Wilson. The union disputes the employer's contention that the fact no additional requests for documentation were made after February 9, 1998, is evidence that the union had received the requested documentation.

DISCUSSION

The Legal Standards

RCW 41.56.140 enumerates unfair labor practices by a public employer:

> It shall be an unfair labor practice for a public employer:
>
> (1) **To interfere with, restrain, or coerce public employees in the exercise of their rights** guaranteed by this chapter;
>
> (2) To control, dominate or interfere with a bargaining representative;

> (3) To discriminate against a public employee who has filed an unfair labor practice charge;
>
> (4) **To refuse to engage in collective bargaining.**

[Emphasis by **bold** supplied.]

Under RCW 41.56.160, aggrieved parties may bring complaints to the Commission if they believe their rights have been violated. Public Employment Relations Commission v. City of Kennewick, 99 Wn.2d 832 (1983). Because Chapter 41.56 RCW is remedial in nature, its provisions are to be liberally construed to effect its purpose. Public Utility District 1 of Clark County v. Public Employment Relations Commission, 110 Wn.2d 114 (1988).

Additionally, the courts of this state give great deference to Commission decisions, and to the Commission's interpretation of the collective bargaining statutes. City of Yakima v. International Association of Fire Fighters, Local 469, 117 Wn.2d 655 (1991); City of Pasco v. Public Employment Relations Commission, 119 Wn.2d 504 (1992); Municipality of Metropolitan Seattle v. Public Employment Relations Commission, 118 Wn.2d 621 (1992).

The duty to bargain is defined in the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, as follows:

> RCW 41.56.030 Definitions.
>
> ...
>
> (4) "Collective bargaining" means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including **wages, hours and working conditions**, which may

> be peculiar to an appropriate bargaining unit
> ...
>
> [Emphasis by **bold** supplied.]

That definition is patterned after the definition found in the National Labor Relations Act (NLRA). The Supreme Court of the State of Washington has ruled that decisions construing the NLRA are persuasive in interpreting state labor acts which are similar to the NLRA. Nucleonics Alliance v. WPPSS, 101 Wn.2d 24 (1981).

The potential subjects for bargaining between an employer and union are commonly divided into categories of "mandatory", "permissive" and "illegal". Matters affecting wages, hours, and working conditions are mandatory subjects of bargaining, while matters considered remote from "terms and conditions of employment" or which are regarded as a prerogative of employers or of unions have been categorized as "nonmandatory" or "permissive". See, Federal Way School District, Decision 232-A (EDUC, 1977), citing NLRB v. Wooster Division of Borg-Warner, 356 U.S. 342 (1958), affirmed, WPERR CD-57 (King County Superior Court, 1978).

In determining whether an issue is a mandatory subject of bargaining, the Commission weighs the extent to which the issue affects personnel matters. Where a subject relates to conditions of employment and is a managerial prerogative, the focus of inquiry is to determine which of these characteristics predominates. International Association of Fire Fighters, Local 1051 v. Public Employment Relations Commission (City of Richland), 113 Wn.2d 197 (1989). The critical consideration in determining whether an employer has a duty to bargain a matter is the nature of the impact on the bargaining unit. Spokane County Fire District 9, Decision 3661-A (PECB, 1991).

The duty to bargain includes a duty to give notice and provide opportunity for bargaining prior to changing employee wages, hours or working conditions. A party to a bargaining relationship commits an unfair labor practice if it fails to give notice of a change affecting a mandatory subject of bargaining (i.e., presents the other party with a fait accompli), or fails to bargain in good faith upon request. Federal Way School District, supra.[2]

Since the duty to bargain under RCW 41.56.030(4) is similar to the duty to bargain under the NLRA, federal precedent developed in "refusal to bargain" cases under the NLRA is persuasive in determining "refusal to bargain" allegations under RCW 41.56.140(4). Under both federal and state law, it has been determined that the duty to bargain collectively includes a duty to provide relevant information needed by the opposite party for the proper performance of its duties in the collective bargaining process. NLRB v. Acme Industrial Co., 385 U.S. 432 (1967); City of Bellevue, Decision 3085-A (PECB, 1989), affirmed, 119 Wn.2d 373 (1992). Information pertaining to employees in the pertinent bargaining unit has been held to be presumptively relevant.[3]

The obligation extends not only to information that is useful and relevant for the purpose of contract negotiations, but also encompasses information necessary to the administration of the collective bargaining agreement. See, City of Bremerton, Decision 6006-A (PECB, 1998).

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[2] See, also, NLRB v. Katz, 369 U.S. 736 (1962); Green River Community College, Decision 4008-A (CCOL, 1993); City of Brier, Decision 5089-A (PECB, 1995).

[3] See, Northwest Publications, Inc., 211 NLRB 464 (1974) and cases cited therein, and Rice Growers Association of California (P.R.), Inc., 312 NLRB 837 (1993).

Application of Statutory Criteria

Mandatory Subject of Bargaining -

The employer argues that special assignment criteria are not a mandatory subject of bargaining, and that employees in special assignments do not have more opportunity than other deputies to diversify work and training, to obtain more overtime, or have more enhanced promotional opportunities.

We agree with the Examiner that the evidence shows otherwise. Sheriff Blair's letter of October 14, 1997, includes the statement:

> The purpose of this letter is to clarify management's position, yet still identify some parameters that **will allow an employee the opportunity to diversify their work experience and obtain specialized training.**

[Emphasis by **bold** supplied.]

Thus, the employer's own statement indicates it considered special assignments a way to diversify work experience and training.

The employer argues that promotional opportunities for deputy sheriffs are controlled by the civil service commission without regard to special assignments. Blair testified that an oral board determines the ranking of the individual after written test scores, but any evaluation of experience and training normally takes into account the breadth of the applicant's experience. We are well aware that past experience is normally taken into account anytime any employer is interviewing applicants for a position. If a deputy has served in a special assignment, the work he or she did would simply be an additional part of their background they are able to bring into an interview or a selection process and which

might differentiate them from those without that experience. In contrast to the employer's arguments in its briefs to the Commission, Sheriff Blair testified that he has the privilege of taking from the top three on the civil service test, but that he has always taken the top sergeant or the top lieutenant. An inference is available that wider experience could be of value to anyone applying for promotion for sergeant or lieutenant.

The employer disputes the finding that work hours of those in special assignments are more flexible than other deputies, but again, the evidence shows otherwise. Blair testified that within certain constraints of schools and teachers and evening meetings, DARE officers have flexibility in their schedules. He also testified that the pass deputies have flexibility in their schedules. We infer from the evidence that the Off-Road Vehicle Education and Enforcement Deputy works by a flexible schedule and more independently than a patrol officer. Detectives' days and hours can vary depending on need. They may travel out of the county, and may work adjustable hours depending on need.

The employer also contends that special assignment deputies do not have more overtime opportunity than other deputies, but the record shows otherwise. On average, patrol deputies and sergeants earned 95.38 hours of overtime in 1997, while those in special assignments earned an average of 122.97 hours of overtime.

We agree with the Examiner that any entrepreneurial concerns of the employer would be speculative, and only have to do with inconvenience due to repeated failures of employees to seek special assignments. Since the nature of the speculation only involves administrative details that could be slightly burdensome, the reason would be insufficient to outweigh the stronger issues of the employees. The employer did not demonstrate in the record before

us any substantive concerns that would warrant a conclusion that special assignment policies are non-mandatory subjects of bargaining. The safety of school children was an overriding entrepreneurial interest in Lake Chelan School District, Decision 4940-A (PECB, 1995), but, in the case at hand, no such strong employer interest has been put forth.

On the other hand, the policy on special assignments is of direct concern to employees. The availability of special assignments is of long-term economic benefit and a working condition of strong interest to employees who wish to broaden their experience base. Just as promotion policies within a bargaining unit would be a mandatory subject of bargaining, distribution of work opportunities among bargaining unit employees is closely related to the wages earned. See, City of Yakima, Decision 3564-A (PECB, 1991), affirming an Examiner's conclusion that amended directives concerning acting assignments concerned a mandatory subject of bargaining and made actual changes of employee wages, hours and working conditions.

The union's right to bargain the wages and working conditions of the employees it represents outweigh any employer interest. Where such employee interests outweigh employer interests, the Commission has found the issue a mandatory subject of bargaining. See, e.g., City of Wenatchee, Decision 6517-A (PECB, 1999).[4] Thus, the special assignment policy is a mandatory subject of bargaining.

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[4] The Commission has often considered assignment of additional duties to be a mandatory subject of bargaining, where wages, job descriptions, or employee safety are issues. See, e.g., City of Auburn, Decision 901 (PECB, 1980); Seattle School District, Decision 2079-B (PECB, 1986); City of Clarkson, Decision 3286 (PECB, 1989).

Waiver by Contract -

The principal outcome of the collective bargaining process under Chapter 41.56 RCW is for an employer and the exclusive bargaining representative of its employees to sign a written collective bargaining agreement controlling wages, hours and working conditions of bargaining unit employees for a period of up to three years. RCW 41.56.030(4); 41.56.070. The Supreme Court has required that agreements reached in collective bargaining be put in writing. State ex rel. Bain v. Clallam County, 77 Wn.2d 542 (1970). Such contracts are enforceable according to their terms, including by means of arbitration. RCW 41.56.122(2); 41.58.020(4). Thus, there is no duty to bargain for the life of the contract on the matters set forth in a collective bargaining agreement, and an employer action in conformity with that contract will not be an unlawful unilateral change. City of Yakima, supra. Waiver by contract is an affirmative defense, and the employer has the burden of proof. Lakewood School District, Decision 755-A (PECB, 1980).

The Examiner in the case at hand found that the union waived its right to bargain special assignment criteria in the management rights provision (which provides that the employer had the right "... to establish lawful work rules and procedures") and Article 5 (which deals specifically with the manual of rules and procedures). The Examiner found that the reference in the contract to work rules and procedures, and the enumeration of the manner in which changes in the manual are to be publicized showed that the parties were aware of the existence of the manual and contemplated that the employer might make revisions and modifications, subject only to the limitations set forth in the collective bargaining contract. We find, however, Article 4.1A too broad to serve as a waiver in this case. The language, "the right to establish lawful work rules and procedures" does not specifically address a policy and procedure manual.

The subjective intention of the parties is irrelevant under Washington law and Commission precedent. The Supreme Court of the State of Washington has long adhered to an "objective manifestation" theory of contracts, and imputes to a person an intention corresponding to the reasonable meaning of the person's words and acts. Plumbing Shop, Inc. v. Pitts, 67 Wn.2d 514 (1965).[5] In Lynott v. National Union Fire Insurance Company, 123 Wn.2d 678, 684 (1994), the Supreme Court wrote, "Unilateral or subjective purposes and intentions about the meanings of what is written do not constitute evidence of the parties' intentions". Washington courts may examine the subsequent conduct of contracting parties in discerning their contractual intent, and the reasonableness of the parties' respective interpretations may also be a factor in interpreting a written contract. See, Berg v. Hudesman, 115 Wn.2d 657 (1990), cited in Lynott.[6]

A question may remain as to whether the intent of Article 4.1A might have been to accommodate the employer establishing procedures to accomplish work duties, but we find that language too vague to

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[5] The Supreme Court quoted from Judge Learned Hand in Everett v. Estate of Sumstad, 95 Wn.2d 853 (1981):

> **A contract has, strictly speaking, nothing to do with the personal, or individual, intent of the parties.** A contract is an obligation attached by the mere force of law to certain acts of the parties, usually **words**, which ordinarily accompany and **represent a known intent.** If, however, it were proved by twenty bishops that either party, when he used the words, intended something else than the usual meaning which the law imposes upon them, he would still be held ... Everett v. Estate of Sumstad, supra.

[Emphasis by **bold** supplied.]

[6] See, also, Hall v. Custom Craft Fixtures, Inc., 87 Wn.App. 1 (1997).

constitute a waiver of the union's bargaining rights on the issue of policy and procedure manuals.

On the other hand, Article 4.1D specifically preserves the right of the employer to determine the size and composition of its workforce, and to "assign employees to work locations and shifts". Applying the objective theory used by the Washington state courts, we find that the words of that provision give the employer the right to make changes in an assignment policy without bargaining with the union, so that the union waived its right by contract to bargain changes in practice and policies relating to special assignments.

In view of our conclusion that the union has waived its bargaining rights by contract, it is unnecessary to decide the issues of waiver by inaction or waiver by conduct.

The Refusal to Provide Information

The Examiner correctly noted that the employer has an ongoing duty to provide the exclusive bargaining representative, upon request, with relevant data concerning the application of the policy in specific situations, in order to police the parties' collective bargaining agreement. We agree that the union was entitled to the information it requested concerning the reappointment of Deputy Wilson to the special assignment as Chinook Pass deputy.

The Examiner held that the evidence supplied by the employer fell short of sustaining the affirmative defense that it furnished the union with the requested data. We also agree on that ruling.

Although Blair wrote to Williams on February 9, 1998, and listed the assignments made of Deputy Chuck Wilson to the area of Chinook

Pass from 1992 through 1997, that letter did not respond directly to Williams' previous requests for documents, nor did the letter refer to any attachments or enclosures.

Williams testified that he had not seen the letter prior to the hearing on October 14, 1998. He also testified he had not seen copies of letters dated March 12, 1992, March 9, 1993, April 13, 1994, November 28, 1995, and December 15, 1996, which were letters notifying Deputy Chuck Wilson of his assignments to Chinook Pass. The employer argues that those documents were responsive to Williams' request of January 14, 1998, and argues that the fact there were no further requests from the union indicates that the request had been filled. We agree with the Examiner that evidence showing Blair gave the letter to his secretary was insufficient to show it was actually sent. In addition, the copies of letters were not shown on the letter as being supplied with the letter. Contrary to the employer's position, that there were no more requests does not prove that the union had received the requested material. As the Examiner states, the introduction of the material at the hearing was the first objective manifestation of delivery. Made months after the request, however, the action falls short of meeting the employer's statutory obligation.

NOW, THEREFORE, it is

ORDERED

1. The Findings of Fact, Conclusions of Law, and Order issued in the above-captioned matter on May 27, 1999, by Examiner Vincent M. Helm, are AFFIRMED and adopted as the Findings of Fact, Conclusions of Law, and Order of the Commission, except as follows:

2. Paragraph 3 of the Findings of Fact is AMENDED to read as follows:

> 3. During the period relevant to these proceedings, a collective bargaining agreement in effect between the parties specifically reserved to the employer a right to determine the size and composition of its workforce, and to assign employees to work locations and shifts.

3. Paragraph 13 of the Findings of Act is AMENDED to read as follows:

> 13. In correspondence of November 15, 1997 and January 14, 1998, the union renewed its request for the information it had previously requested from the employer.

4. Yakima County, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

A. CEASE AND DESIST from:

1. Failing or refusing to furnish, in a timely manner, information requested by the Yakima County Law Enforcement Officers' Guild concerning the bargaining unit it represents.

2. In any other manner, interfering with, restraining, or coercing its employees in the exercise of their rights under Chapter 41.56 RCW.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW.

1. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix". Such notices shall be duly signed by an authorized representative of the above-named respondent, and shall remain posted for 60 days. Reasonable steps shall be taken by the above-named respondent to ensure that such notices are not removed, altered, defaced, or covered by other material.

2. Read the notice attached hereto and marked "Appendix" aloud at the next public meeting of the Yakima County Board of Commissioners and append a copy thereof to the official minutes of said meeting.

3. Notify the Yakima County Law Enforcement Officers' Guild, in writing, within 30 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Yakima County Law Enforcement Officers' Guild with a signed copy of the notice required by the preceding paragraph.

4. Notify the Executive Director of the Public Employment Relations Commission, in writing, within 30 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Executive

Director with a signed copy of the notice required by the preceding paragraph.

Issued at Olympia, Washington, on the 9th day of November, 1999.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

SAM KINVILLE, Commissioner

JOSEPH W. DUFFY, Commissioner

APPENDIX

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, HAS HELD A LEGAL PROCEEDING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION HAS FOUND THAT WE HAVE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF A STATE COLLECTIVE BARGAINING LAW, AND HAS ORDERED US TO POST THIS NOTICE TO OUR EMPLOYEES:

WE WILL NOT fail or refuse to furnish bargaining data in a timely manner, upon request of the Yakima County Law Enforcement Officers' Guild.

WE WILL NOT, in any other manner, interfere with, restrain, or coerce our employees in the exercise of their rights under the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW.

WE WILL read this notice into the record of the next public meeting of the Yakima County Board of Commissioners, and append a copy thereof to the official minutes of such meeting.

DATED: _____

YAKIMA COUNTY

By: _____
Authorized Representative

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material. Questions concerning this notice or compliance with the order issued by the Commission may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, P. O. Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 753-3444.